

SPILLAGE AND HOLD HARMLESS AGREEMENT

For and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby agree to hold harmless the City of Montgomery, Alabama, a municipal corporation, its successors and assigns, from any damages or injuries to physical property or life, human or animal, occurring as a result of public surface water discharging, spilling, dumping, or draining onto and across the lands of the owners located in the County of Montgomery, State of Alabama, to wit:

(LEGAL DESCRIPTION OF PROPERTY)

The undersigned further agree to protect the said City of Montgomery, Alabama, a municipal corporation, its successors and assigns, against any claim for damages, compensation or otherwise, on the part of anyone, growing out of or resulting from injury to a person, occurring as a result of public surface water discharging, spilling, dumping, or draining onto and across the lands of the owners of the aforementioned property, and to reimburse or make good any loss, damage, or costs that the said City of Montgomery, Alabama, a municipal corporation, may have to pay if any litigation arises from said injuries.

The undersigned do hereby agree and understand that the agreement herein is and shall constitute a covenant running with the land and shall be binding upon it, its successors and assigns; and further that a copy of this agreement shall be recorded by the undersigned in the Office of the Judge of Probate of Montgomery County, Alabama.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on this the _____ day of _____, 20____.

(Name of Company)

BY: _____

As Its: _____

BY: _____

As Its: _____

STATE OF ALABAMA }
MONTGOMERY COUNTY}

BEFORE ME the undersigned authority, personally appeared _____
_____ and _____, whose names are signed
to the foregoing instrument, individually and in their capacities as _____
and _____, respectively, of _____
and who are known to me, and acknowledged before me on this day that, being informed of
the contents of said Hold Harmless and Indemnity Agreement, they executed the same
voluntarily on the day the same bears date.

GIVEN under my hand, this and official seal this the _____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____